

26.68
29.38
1254.00
1300.00

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71191

DEED

MAILED: 7-3-07
NATIONAL TITLE SERVICES INC
2456 LINCOLN HIGHWAY, STE A
CHESTER, WV 26034-

THIS DEED made and dated this 12th day of June, 2007 by and between TIMOTHY A. MYERS and HEATHER Y. MYERS, parties of the first part, hereinafter called Grantors, and NAOMI BRYAN, party of the second part hereinafter called Grantee, and RITTER MAINTENANCE CORPORATION, INC., a Virginia Corporation, party of the third part, joins in this deed for the purpose of certifying that the maintenance fees are current.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said parties of the first part do hereby grant, bargain, sell and convey, with covenants of General Warranty of Title, to be free and clear from all liens and encumbrances, in fee simple, unto the Grantee herein, all that certain lot or parcel of real estate, together with the improvements thereon, all rights, privileges, appurtenances thereunto belonging, lying and being situate in the Capon District, Hampshire County, West Virginia being described as follows:

All that certain tract or parcel of real estate designated as Section 1, Parcel 10, Ritter's Hidden Valley Estates, containing 5.00 acres, more or less, as per survey of Charles Kirkland, Certified Land Surveyor, and also that plat of the aforesaid real estate which said survey and plat are of record in the Office of the Clerk of the County Commission for Hampshire County, West Virginia, reference being hereby made to said survey and plat for all proper and pertinent reasons including, but not limited to, a more particular metes and bounds description of said real

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estate and the same is incorporated herein and made a part hereof as if it appeared textually verbatim herein. Being the same real estate which the Grantors herein acquired by Deed dated the 15th day of August, 1996 from Daryl B. Rickard and Ingrid R. Rickard, husband and wife, of record in the Office of the Clerk of the County Commission for Hampshire County, West Virginia in Deed Book 370, at Page 485, et seq..

Reference is hereby made to the aforesaid instruments and the references therein contained for a further and more particular description of the property herein conveyed.

This conveyance is made subject to the easements, restrictions and building lines of record, if any, affecting the aforesaid realty and in particular made subject to the following restrictions which are real covenants and incorporated herein.

1. The property conveyed by this Deed is to be used for residential or recreational purposes only. However, it is not the intent of this restriction to prohibit a property owner from renting a residence or summer home to prospective tenants.
2. No mobile home or camper trailer is to be placed upon the premises.
3. No parcel or parcels of real estate conveyed by this deed may be subdivided into parcels of less than three (3) acres.
4. Only one single family dwelling per each three (3) acres tract.
5. No building or structure can be placed closer than twenty-five (25) feet to any right of way as shown on the plat.
6. There can be no commercial enterprise placed by the Buyers upon the premises and in particular involving the use of

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Dillon's Run. However, it is specifically and mutually agreed between the parties hereto that the Sellers on adjoining properties at their election may use Dillon's Run for commercial purposes, to-wit: a fish hatchery or fish farm.

7. The Grantee(s) agree(s) not to pollute Dillon's Run.

8. The Grantee(s) agree(s) not to place anything upon the premises which would create a nuisance or be unsightly.

9. No cabin or house can be erected upon the premises containing less than Five Hundred Seventy-Five (575) square feet of floor space and at a cost of less than Eighteen Thousand Dollars (\$18,000.00).

10. Ritter Maintenance Corporation, Inc., its successors and or assigns, reserve five (5) foot drainage easements along the boundary lines of said parcels, if necessary, to provide reasonable access to roads in Hidden Valley Estate.

11. Ritter Maintenance Corporation, Inc., its successors and or assigns, reserve easements for the purpose of public utilities, such as electricity, telephone, water and sewer which will run with rights of way or division lines.

12. Prior Grantors in the chain of title reserve the right to remove timber from the premises on or before the 9th day of June, 1989, no timber to be removed less than twelve (12) inches across the stump.

13. The property hereby conveyed is subject to the Thirty (30) foot rights of way as shown on the plat, which are to be

joint rights of way for the use of the Grantors and the Grantees, his/her/their heirs and assigns, for the purpose of ingress and egress from Ritter's Hidden Valley Estates to public highways, subject however, to a covenant as evidenced by the Grantee's signature hereto, that the Grantee agrees to pay One Hundred Dollars (\$100.00) **per year, per tract**, maintenance fees for Five (5) years to Ritter Maintenance Corporation, Inc., its successors and assigns, for the cost of maintaining said rights of way, the next Five (5) year period to began on the 1st day of January, 2008, (2007's having been prorated) with the right reserved by Ritter Maintenance Corporation, Inc., its successors and or assigns, to extend said Maintenance Agreement for additional five (5) year periods, said Maintenance Fees to increase as set forth in said Maintenance Agreement Contract, **said increases began January 1, 1995.**

14. Ritter Maintenance Corporation, Inc., its successors and or assigns, reserve an easement through the stream bed of Dillon's Run Hollow for the purpose of diverting water at various locations in Dillon's Run Hollow for the purpose of gardens, pipelines to man made ponds, lakes and swimming pools.

15. It is covenanted and agreed as evidenced by the Grantees' signature(s) hereto, that the Grantee(s), his/her/their heirs and assigns agree to pay One Hundred Dollars (\$100.00) **per year, per tract**, to Ritter Maintenance Corporation, Inc., its successors and assigns, for access to and for the cost of

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maintaining the lake and park area situate at Hidden Valley Estates, designated and known as Carlisle-Lupton and Alexander-Matthew Park. It is further agreed that after the first five (5) year period of the **original** contract, that maintenance fees for the lake may be increased per the terms of the Maintenance Contract, **said increases began January 1, 1995.**

16. **As evidenced by the signature(s) hereto, the Grantee(s) agree(s) that non payment of maintenance fees will create a lien upon the property and the Grantee(s) further agree(s) that in the event the property is sold to a subsequent purchaser(s) that it is necessary for Ritter Maintenance Corporation, Inc., its successors and or assigns, to join in the Deed for the purpose of certifying that all maintenance dues are current.**

Special Restriction: Ritter Maintenance Corporation, Inc., its successors and assigns, as evidenced by the signature of a duly authorized Officer of said company, hereby grants to the Grantee(s) legal rights of ingress and egress to McDonald-Bass Lake, for the sole, and exclusive purpose of boating and fishing only, and the adjoining property, including the covered bridge area, subject to the covenant that the Grantee(s), as evidenced by the signature(s) hereto, agree(s) not to commit any act which will alter, change or hinder the natural state of said Lake and further agrees to abide by all rules or regulations which have and which hereafter may be set down by the Board of Directors of Ritter Maintenance Corporation, Inc., its successors and assigns,

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to maintain and protect the Lake area. The Grantee's right(s) of ingress and egress to the McDonald-Bass Lake as aforesaid is hereby further conditional upon the compliance.

This conveyance is made expressly subject to any easements, conditions, restrictions, reservations and right of ways contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to the property hereby conveyed, which have not expired by a limitation of time contained therein to have otherwise become ineffective including any matters shown on all the aforesaid plats and surveys.

The 2007 real estate taxes levied and assessed upon the real estate herein conveyed shall be prorated between the parties as of the date of closing, with the Grantee(s) to assume and pay the 2007 real estate taxes and all subsequent taxes levied and assessed upon the real estate herein conveyed, even though the property may be assessed in the name of the Grantor(s).

TO HAVE AND TO HOLD the real estate herein conveyed, together with any and all improvements situate thereon and all rights, rights of ways, buildings, houses, improvements, easements, timbers, waters, minerals and mineral rights and appurtenances thereunto belonging or anywise appertaining unto the said Naomi Bryan, her heirs or assigns, in fee simple, forever.

DECLARATION OF CONSIDERATION


Under the penalties of fine and imprisonment as provided by law, the undersigned does hereby declare that the total consideration for the property conveyed by the document to which this declaration is appended is \$190,000.00

WITNESS the following signature(s) and seal(s):

TS A Myr (SEAL)
TIMOTHY A. MYERS, Grantor

Heather Y. Myers (SEAL)
HEATHER Y. MYERS, Grantee

RITTER MAINTENANCE CORPORATION, INC.

BY:  (SEAL)
CLINTON R. RITTER, President

STATE OF Ohio

to-wit:

I, Ross A. Adkins, a notary public in and for the State and County of Fulton aforesaid, do hereby certify that Timothy A. Myers and Heather Y. Myers, whose names are signed to the foregoing Deed bearing date the 12th day of June, 2007, has personally appeared before me, and acknowledged the same.

Given under my hand this 21st day of June, 2007.

My commission expires: _____

ROSS A. ADKINS
Notary Public, State of Ohio
My Commission Expires
September 7, 2011

Ross A. Adkins
NOTARY PUBLIC

STATE OF Virginia

City of Winchester, to-wit:

I, Catherine P. Angillet a notary public in and for the
State and Virginia aforesaid, do hereby certify that
Naomi Bryan, whose name is signed to the foregoing Deed bearing
date the 12th day of June, 2007, has personally appeared before
me, and acknowledged the same.

Given under my hand this 20th day of June, 2007.

My commission expires: Feb. 28, 2010.

Catherine P. Angillet
NOTARY PUBLIC

STATE OF VIRGINIA
CITY OF WINCHESTER, TO-WIT:

I, Tamara L. Flegal, a notary public in and for the State
and City aforesaid, do hereby certify that Clinton R. Ritter,
President of Ritter Maintenance Corporation, Inc., whose name is
signed to the foregoing Deed bearing date the 12th day of June,
2007, has personally appeared before me, and acknowledged the
same.

Given under my hand this 12th day of June, 2007.

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My commission expires: 12/31/2010.

A circular notary seal is partially visible behind the signature. It contains the text "NOTARY PUBLIC" and "JAMES R. RITTER" around a central emblem.
James R. Ritter
NOTARY PUBLIC

This instrument was prepared by Clinton R. Ritter, Attorney at Law, West Virginia State Bar No. 3120, 205 E. Boscawen Street, Winchester, VA 22601, without the opportunity of a title examination.